

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 18, 19, 2002

Division: Public Works

Bulk Item: Yes X No

Department: Facilities Maintenance

AGENDA ITEM WORDING: Approval to renew contract with Culver's Cleaning Company for the Rest Room Janitorial Service at Veteran's Memorial Park.

ITEM BACKGROUND: On October 31, 2002, the contract with Culver's Cleaning Company for the Rest Room Janitorial Service at Veteran's Memorial Park will expire. In accordance with Article 3.04(B) of the original Agreement dated June 14, 2000, both parties wish to exercise the final option to renew the contract for an additional one year period.

PREVIOUS REVELANT BOCC ACTION: On June 14, 2000, the BOCC approved to enter into a contract with Culver's Cleaning Company for the Rest Room Janitorial Service at Veteran's Memorial Park A/K/A Little Duck Key. On November 21, 2000, the BOCC approved an Amendment to the contract specifying the contract commencement for November 1, 2000, and adjusting the renewal options to be adjusted annually in accordance with the percentage change in the Consumer Price Index for all urban consumers (CPI-U) for the most recent 12 month available. On October 17, 2001, the BOCC approved the first of two options to renew the contract for an additional one-year period.

CONTRACT/AGREEMENT CHANGES: To increase monthly janitorial services by the CPI-U for July, 2002 at 1.4%, thereby increasing the cost from \$1,540.50 to \$1,562.07 per month, and renewing the contract for the final one-year period beginning November 1, 2002, and terminating October 31, 2003.

STAFF RECOMMENDATIONS: Approval as stated above.

TOTAL COST: \$18,744.84 per year

BUDGETED: Yes X No
Account #147 20503-530-340

COST TO COUNTY: \$18,744.84 per year

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty ✓ OMB/Purchasing ✓ Risk Management ✓

ITEM PREPARED BY: John W. King AC/102
John W. King, Sr. Director, Lower Keys Operations

DIVISION DIRECTOR APPROVAL: Dent Pierce
Dent Pierce, Director of Public Works 9/14/02

DOCUMENTATION: Included X To Follow Not Required

DISPOSITION: **AGENDA ITEM #** C21
Revised 2/27/01

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Culvers Cleaning Comp. Contract # _____
 Effective Date: 11/01/02
 Expiration Date: 10/31/03
 Contract Purpose/Description:
To renew contract for the rest room janitorial service at Veteran's Memorial Park

Contract Manager: Ann Mytnik 4431 Facilities Maint/Stop #4
 (Name) (Ext.) (Department/Stop #)
 for BOCC meeting on 09/18/02 Agenda Deadline: 09/04/02

CONTRACT COSTS

Total Dollar Value of Contract: \$ 18,744.84 Current Year Portion: \$ 0
 Budgeted? Yes ☒ No ☐ Account Codes: 147-20503-530-340-
 Grant: \$ N/A
 County Match: \$ N/A

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ _____/yr For: _____
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed Yes <input type="checkbox"/> No <input type="checkbox"/>	Reviewer	Date Out
Division Director			<u>[Signature]</u>	<u>9/4/02</u>
Risk Management	<u>8-22-02</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Slaut</u>	<u>8-22-02</u>
O.M.B./Purchasing	<u>8/22/02</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>8/23/02</u>
County Attorney	<u>8/23/02</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>8-23-02</u>

Comments: _____

CONTRACT RENEWAL

(Rest Room Janitorial Service at Veteran's Memorial Park AKA Little Duck Key)

THIS Renewal is made and entered into this 18th day of September 2002, between the COUNTY OF MONROE and CULVER'S CLEANING COMPANY in order to renew the agreement dated June 14, 2000, as amended on November 21, 2000, and as renewed on October 17, 2001 (copies which are incorporated hereto by reference) as follows:

1. In accordance with Article 3.04(B) of the original Agreement dated June 14, 2000, the owner shall exercise the final option to renew the contract for an additional one year period.
2. Pursuant to the second adjustment of the Amendment dated November 21, 2000, the contract amount will be adjusted with the percentage change in the Consumer Price Index for all urban consumers for the most recent 12 months available. The rent therefore will increase 1.4% (CPI-U for July, 2002) from \$1,540.50 per month to \$1,562.07.
3. The term of this Agreement shall commence on November 1, 2002, and terminate on October 31, 2003.
4. In all other respects, the original agreement between the parties dated June 14, 2000, amended on November 21, 2000, and renewed on October 17, 2001, remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

(Seal)

Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____

Witness

CULVER'S CLEANING COMPANY

Witness

By: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

BY ROBERT N. WOLFE
DATE 8-23-02

Title

CONTRACT RENEWAL

(Rest Room Janitorial Service at Veteran's Memorial Park AKA Little Duck Key)

THIS Renewal is made and entered into this 17th day of October 2001, between the COUNTY OF MONROE and CULVER'S CLEANING COMPANY in order to renew the agreement dated June 14, 2000, and as amended on November 21, 2000 (copies which are incorporated hereto by reference) as follows:

1. In accordance with Article 3.04B of the original Agreement dated June 14, 2000, the owner shall exercise the first of two options to renew the contract for an additional one year period.
2. Pursuant to the second adjustment of the Amendment dated November 21, 2000, the contract amount will be adjusted with the percentage change in the Consumer Price Index for all urban consumers for the most recent 12 months available. The rent therefore will increase 2.7% (CPI-U for August, 2001) from \$1,500.00 per month to \$1,540.50
3. The term of this Agreement shall commence on November 1, 2001, and terminates on October 31, 2002.
4. In all other respects, the original agreement between the parties dated June 14, 2000 remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.



L. KOLHAGE, CLERK

By: Jamie Hancock

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: George R. Neugart

Diane Fisher
Witness

Kempuwa
Witness

CULVER'S CLEANING COMPANY

By: [Signature]

[Signature]
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]

SOZANNE A. HUTTON

DATE 9/27/01

DEC 21 2001

THIS Amendment is made and entered into this 21st day of November 2000, between the COUNTY OF MONROE and CULVER'S CLEANING COMPANY in order to amend the agreement dated June 14, 2000, (a copy which is incorporated hereto by reference) as follows:

1. Article 3.04A to read as follows:

This contract shall be for a period of one (1) year, commencing November 1, 2000, and shall be renewable in accordance with Article 3.04B.

2. Article 3.04B to read as follows:

The OWNER shall have the option to renew this agreement after the first year, and each succeeding year, for two additional one year periods. The contract amount agreed to herein might be adjusted annually in accordance with the percentage change in the Consumer Price Index for all urban consumers (CPI-U) for the most recent 12 months available. Increases in the contract amount during each option year period shall be extended into the succeeding years.

3. In all other respects, the original agreement between the parties dated June 14, 2000 remains in full force and effect.



IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

Attest: DANNY L. KOLHAGE, CLERK

By: [Signature]
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY FLORIDA

By: [Signature: George R. Neugart]

[Signature]
Witness

[Signature: Kelly D. ...]
Witness

CULVER'S CLEANING COMPANY

By: [Signature]

OWNER
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY: [Signature]
ROBERT N. WOLFE
DATE 10-26-00

SECTION THREE
CONTRACT

THIS AGREEMENT, made and entered into this 14th day of JUNE, 2000 A.D., by and between MONROE COUNTY, FLORIDA, party of the first part (hereinafter sometimes called the "OWNER"), and Advers's Clearing Company - Anthony D. Advers party of the second part (hereinafter sometimes called the "CONTRACTOR").

WITNESSED: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

3.01 SCOPE OF THE WORK

The CONTRACTOR shall provide janitorial and opening and lockup services, including all necessary supplies and equipment required in the performance of same, and perform all of the work described in the Specification entitled:

Monroe County Public Works
Contract Specifications
Rest Room Janitorial Service
Veteran's Memorial Park
Also known as Little Duck Key
Marathon Key
Monroe County, Florida

and his bid dated May 8, 2000, each attached hereto and incorporated as part of this contract document. The manual shall serve as minimum contract standards, and shall be the basis of inspection and acceptance of all the work.

3.02 THE CONTRACT SUM

The County shall pay to the CONTRACTOR for the faithful performance of said service on a per month in arrears basis on or before the 30th day of the following month in each of twelve (12) months. The CONTRACTOR shall invoice the County monthly for services performed under the Specifications contained herein. The Contract amount shall be as stated by the contractors bid as follows: \$1500.00 per month.

3.03 CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- A. The CONTRACTOR hereby agrees that he has carefully examined the site and has made investigations to fully satisfy himself that such sites are correct and suitable ones for this work and he assumes full responsibility therefore. The provisions of the Contract shall control any inconsistent provisions contained in the specifications. All Specifications have been read and carefully considered by the CONTRACTOR, who

understands the same and agrees to their sufficiency for the work to be done. Under no circumstances, conditions, or situations shall this Contract be more strongly construed against the OWNER than against the CONTRACTOR and his Surety.

- B. Any ambiguity or uncertainty in the Specifications shall be interpreted and construed by the OWNER, and his decision shall be final and binding upon all parties.
- C. The passing, approval, and/or acceptance of any part of the work or material by the OWNER shall not operate as a waiver by the OWNER of strict compliance with the terms of this Contract, and Specifications covering said work. Failure on the part of the CONTRACTOR, immediately after Notice to Correct workmanship shall entitle the OWNER, if it sees fit, to correct the same and recover the reasonable cost of such replacement and/or repair from the CONTRACTOR, who shall in any event be jointly and severally liable to the OWNER for all damage, loss, and expense caused to the OWNER by reason of the Contractor's breach of this Contract and/or his failure to comply strictly and in all things with this Contract and with the Specifications.
- D. Contractor recognizes that time is of the greatest importance and agrees to reimburse County \$50.00 per day for each day of delay in providing the services under this Agreement unless said delay is caused by acts or omissions of the County or Acts of God. The County shall have sole authority to determine if a condition for non-payment under this paragraph has occurred.

3.04 TERM OF CONTRACT/RENEWAL

- A. This contract shall be for a period of one (1) year, commencing on the day first written above. This Contract term shall be renewable in accordance with Article 3.04B.
- B. The OWNER shall have the option to renew this agreement after the first year, and each succeeding year, for two additional one year periods. The contract amount agreed to herein may be adjusted annually in accordance with the percentage change in the Consumer Price Index (CPI) for Wage Earners and Clerical Workers in the Miami, Florida area index, and shall be based upon the annual average CPI computation from January 1 through December 31 of the previous year. Increases in the contract amount during each option year period shall be extended into the succeeding years.

3.05 CANCELLATION

- A. The County may cancel this contract for cause with seven (7) days notice to the Contractor. Cause shall constitute a breach of the obligations of the Contractor to perform the

services enumerated as the Contractor's obligations under this contract.

- B. Except for the County's termination because of nonappropriation (Article 3.12), either of the parties hereto may cancel this agreement without cause by giving the other party sixty (60) days written notice of its intention to do so.

3.06 HOLD HARMLESS

The CONTRACTOR shall defend, indemnify and hold the County, its officials, employees and agents harmless, from any and all claims, liabilities, losses and causes of action which may arise out of the performance of the Contract except such claims, liabilities, losses and causes of action which may arise because of the County's negligent actions or omissions. Compliance with the insurance requirements shall not relieve the CONTRACTOR from the obligations imposed by this article.

3.07 INDEPENDENT CONTRACTOR

At all times and for all purposes under this agreement the CONTRACTOR is an independent contractor and not an employee of the Board of County Commissioners for Monroe County. No statement contained in this agreement shall be construed so as to find the contractor or any of his/her employees, contractors, servants, or agents to be employees of the Board of County Commissioners for Monroe County.

3.08 ASSURANCE AGAINST DISCRIMINATION

The CONTRACTOR shall not discriminate against any person on the basis of race, creed, color, national origin, sex, age, or any other characteristic or aspect which is not job related, in its recruiting, hiring, promoting, terminating, or any other area affecting employment under this agreement or with the provision of services or goods under this agreement.

3.09 ASSIGNMENT

The CONTRACTOR shall not assign or subcontract this agreement, except in writing and with the prior written approval of the Board of County Commissioners for Monroe County and CONTRACTOR, which approval shall be subject to such conditions and provisions as the OWNER and CONTRACTOR may deem necessary. This agreement shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation upon the OWNER in addition to the total agreed upon price of the services/goods of the contractor.

In providing all services/goods pursuant to this agreement, the contractor shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the OWNER to terminate this contract immediately upon delivery of written notice of termination to the contractor.

3.11 INSURANCE

Prior to execution of this agreement, the Contractor shall furnish the Owner Certificates of Insurance indicating the minimum coverage limitations as indicated by an "X" on the attached forms identified as INSCKLST 1-4, as further detailed on forms WC1, GL1, VL1, ED1, each attached hereto and incorporated as part of this contract document.

3.12 FUNDING AVAILABILITY

In the event that funds from Parks and Beaches Unincorporated Contractual Services are partially reduced or cannot be obtained or cannot be continued at level sufficient to allow for the purchase of the services/goods specified herein, this agreement may then be terminated immediately at the option of the OWNER by written notice of termination delivered in person or by mail to the contractor. The OWNER shall not be obligated to pay for any services provided by the contractor after the contractor has received written notice of termination.

3.13 PROFESSIONAL RESPONSIBILITY

The CONTRACTOR warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described, subject to the terms and conditions set forth in the Public Works Manual entitled "Monroe County Public Works Contract Specifications/Rest Room Janitorial Service/Veteran's Memorial Park/Also Known As Little Duck Key", which is attached hereto and incorporated herein as a part of this contract/agreement. The provider shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided. Continued funding by the OWNER is contingent upon retention of appropriate local, state, and/or federal certification and/or licensure of contractor.

MONROE & OBLIGATION

Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the BOCC.

3.15 NOTICE REQUIREMENT

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

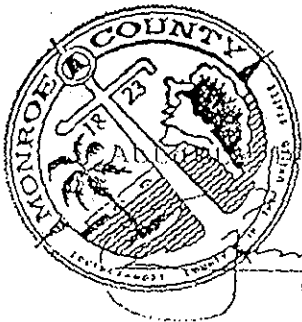
FOR COUNTY
Monroe County Public Works
Facilities Maintenance Department
3583 S. Roosevelt Boulevard
Key West, FL 33040

FOR CONTRACTOR
Culver's Cleaning Co.
PO Box 500761
Marathon, FL 33050

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written in four (4) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original Contract.

COUNTY OF MONROE, STATE OF
FLORIDA

By Shirley Freeman
Mayor/Chairman



ANNY L. KOLHAGE, Clerk

Clock

CONTRACTOR

By [Signature]

Corporate Seal of Corporation

Attest:

Kelly D. Umay
WITNESS

Carolyn F. Deary
WITNESS

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY [Signature]
ROBERT N. WHITE
DATE 6-11-01